

05-31-2002



102107351

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

EET
-YU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

5-24-02
Allied Systems, Ltd. (L.P.) (Assignor)☐ Individual(s)☐ Association☐ General Partnership☒ Limited Partnership
(Georgia)☒ Corporation-State☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 2/25/02

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal

Address: _____

Street Address: 450 Park Avenue

City: New York, State: NY Zip: 10022

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other Limited Liability Corporation - DelawareIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No n/a

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule.

B. Trademark Registration No.(s)

See attached Schedule.

Additional number(s) attached ☒ Yes ☐ No

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Santo Manna, Esq.

Internal Address: _____

Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York, State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Santo Manna, Esq.

Name of Person Signing

Signature

May 22, 2002

Date

Total number of pages including cover sheet, attachments, and document: 34

05/31/2002 DBYRNE 00000010 500675 1357220

01 FC:481

40.00 CH

Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002515 FRAME: 0770

SCHEDULE

Trademark Registrations

Service Mark

Miscellaneous Design

Registration No.

1,357,220

Registration Date

8/27/85

SECURITY AGREEMENT

SECURITY AGREEMENT, dated February 25, 2002, made by each of the Grantors referred to below, in favor of Ableco Finance LLC, a Delaware limited liability company, in its capacity as collateral agent for the Lenders (as defined below) party to the Financing Agreement referred to below (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

SECTION 1. Definitions.

(a) Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement and the recitals hereto which are defined in the Financing Agreement or in Article 9 of the Uniform Commercial Code (the "Code") as in effect from time to time in the State of New York and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Collateral Agent may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Cash Proceeds", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Promissory Notes", "Record", "Security Account", "Software", and "Supporting Obligations".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Copyright Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any copyright (including, without limitation, all Copyright Licenses set forth in Schedule II hereto).

"Copyrights" means all domestic and foreign copyrights, whether registered or not, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by any Grantor (including, without limitation, all copyrights described in Schedule II hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Intellectual Property" means the Copyrights, Trademarks and Patents.

"Licenses" means the Copyright Licenses, the Trademark Licenses and the Patent Licenses.

"Patent Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent (including, without limitation, all Patent Licenses set forth in Schedule II hereto).

"Patents" means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired (including, without limitation, all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Schedule II hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Trademark Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by any Grantor and now or hereafter covered by such licenses (including, without limitation, all Trademark Licenses described in Schedule II hereto).

"Trademarks" means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers described in Schedule II hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used.

SECTION 2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), each Grantor hereby pledges and assigns to the Collateral Agent, and grants to the Collateral Agent for the benefit of the Lenders a continuing security interest in, all personal property of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible (the "Collateral"), including, without limitation, the following:

- (a) all Accounts;
- (b) all Chattel Paper (whether tangible or electronic);
- (c) the Commercial Tort Claims specified on Schedule VI hereto;

(d) all Deposit Accounts, all cash, and all other property from time to time deposited therein and the monies and property in the possession or under the control of any Agent or Lender or any affiliate, representative, agent or correspondent of such Agent or Lender;

- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles (including, without limitation, all Payment Intangibles);
- (i) all Goods;
- (j) all Instruments (including, without limitation, Promissory Notes);
- (k) all Inventory;
- (l) all Investment Property;
- (m) all Copyrights, Patents and Trademarks, and all Licenses;
- (n) all Letter-of-Credit Rights;
- (o) all Supporting Obligations;

(p) all other tangible and intangible personal property of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, desks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person

from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 or are otherwise necessary or helpful in the collection or realization thereof; and

(q) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

REDACTED

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

ALLIED HOLDINGS, INC

By: Thomas M. Duffy

Name: Thomas Duffy
Title: Sr. V.P. & General Counsel

ALLIED SYSTEMS, LTD. (L.P.)

By: Thomas M. Duffy

Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

ALLIED AUTOMOTIVE GROUP, INC.

By: Thomas M. Duffy

Name: THOMAS M.
Title: SR. VICE PRES.

ALLIED FREIGHT BROKER, INC.

By: Thomas M. Duffy

Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

ALLIED SYSTEMS (CANADA) COMPANY

By: Thomas M. Duffy

Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

AUTOMOTIVE TRANSPORT SERVICES, INC.

By: Thomas M. Duffy

Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

AXIS ABETA, LLC

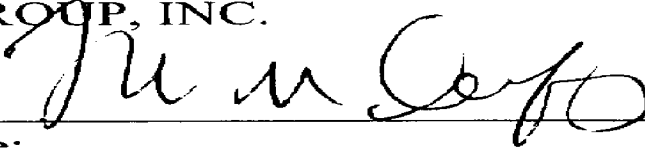
By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS GROUP, INC.

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS INTERNATIONAL, INC.

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS NETHERLANDS, LLC

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS NORTH AMERICA, INC.

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS TRUCK LEASING, INC.

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

B&C, INC.

By: 

Name:

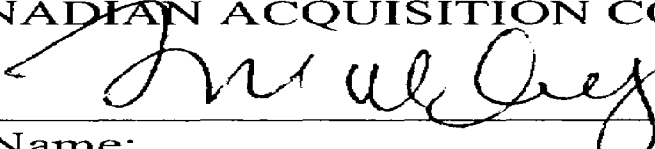
Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

TRADEMARK

REEL: 002515 FRAME: 0797


CANADIAN ACQUISITION CORP.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

COMMERCIAL CARRIERS, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT


CORDIN TRANSPORT, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

CT GROUP, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

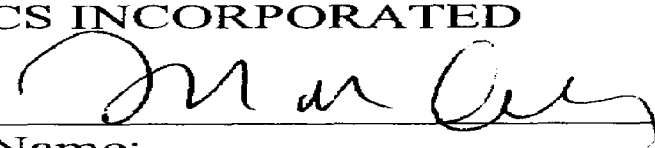
CT SERVICES, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

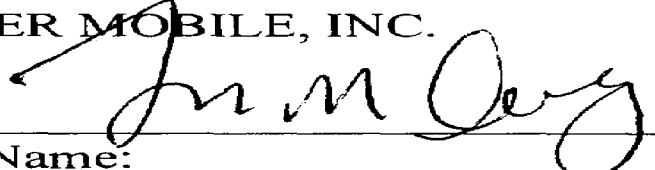
F. J. BOUTELL DRIVEAWAY CO., INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

GACS INCORPORATED

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

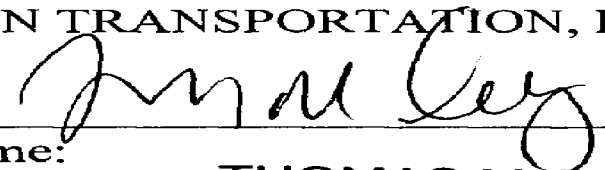
INTER MOBILE, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

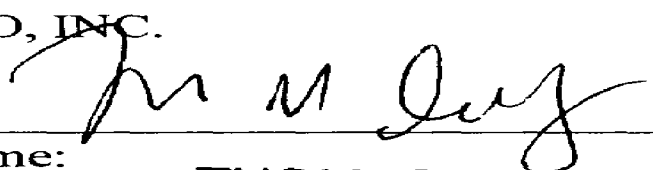
KAR-TAINER INTERNATIONAL, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

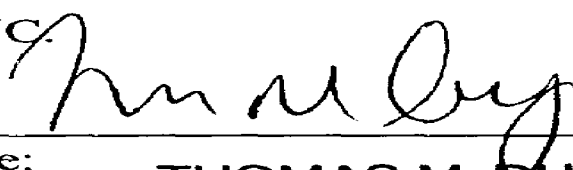
LEGION TRANSPORTATION, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

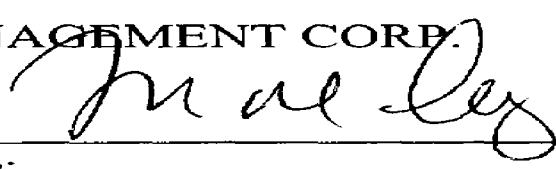
OSHCO, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

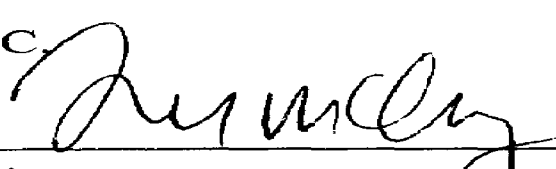
QAT, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

RC MANAGEMENT CORP.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

RMX, INC.

By: 
Name:
Title: **THOMAS M. DUFFY**
SR. VICE PRESIDENT

TERMINAL SERVICE CO.

By: 

Name:

THOMAS M. DUFFY

Title:

SR. VICE PRESIDENT

TRANSPORT SUPPORT, INC.

By: 

Name:

THOMAS M. DUFFY

Title:

SR. VICE PRESIDENT

TRADEMARK

REEL: 002515 FRAME: 0800

SCHEDULE II

Intellectual Property & Licenses

U.S. Trademarks

See Attached

Canadian Trademarks

| <u>Company</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> |
|---|-------------------------|------------------------------------|---------------------------|-------------------------------------|
| Axis Group, Inc. | AXIS & DESIGN | TMA 475,835 | 02/01/1996 | 05/06/1997 |
| Allied Systems (Canada) Company (f/k/a Auto Haulaway Company) | A & DESIGN | TMA 245,283 | 02/28/1979 | 05/23/1980 |

Patents

See Attached

Copyrights

None

Licenses

None

KAR-Tainer International, Inc.

Patent Report by Invention

Printed: 2/8/2002

Page 1

| COUNTRY | REFERENCE# | TYPE | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
|--|------------|------|------------|----------------|-----------|-----------|-----------|
| FRAME STRUCTURE AND METHOD FOR PACKING VEHICLE BODIES | | | | | | | |
| BOTSWANA | KAR1.BW | CEQ | 2/9/1993 | P866 | 4/14/1994 | P866 | ISSUED |
| NAMIBIA (S.W. AFRICA) | KAR1.NA | CEQ | 2/1/1995 | 95/0017 | 6/6/1995 | 95/0017 | ISSUED |
| UNITED STATES | KAR1 | NEW | 2/4/1993 | 08/013,302 | | | ABANDONED |
| UNITED STATES | KAR1.CON | CON | 6/15/1994 | 08/260,058 | 6/23/1998 | 5,769,591 | ISSUED |
| SOUTH AFRICA | KAR1.ZA | CEQ | 2/9/1993 | 93/0891 | 9/29/1993 | 93/0891 | ISSUED |
| METHOD FOR PACKING VEHICLE BODIES IN A TRANSPORT CONTAINER | | | | | | | |
| UNITED STATES | KAR2 | NEW | 8/9/1995 | 08/512,840 | 8/20/1996 | 5,547,333 | ISSUED |
| COLLAPSIBLE FRAME DEVICE | | | | | | | |
| UNITED STATES | KAR3 | NEW | 4/8/1997 | 08/765,710 | 7/20/1999 | 5,924,248 | ISSUED |
| COLLAPSIBLE FRAME DEVICE | | | | | | | |
| ARGENTINA | KAR3.AR | CEQ | 8/1/1996 | P98/01/00416 | | | PUBLISHED |
| BRAZIL | KAR3.BR | CEQ | 8/1/1996 | P1 9609678-0 | | | PENDING |
| BOTSWANA | KAR3.BW | CEQ | 4/23/1998 | 98/00075 | | 98/00075 | ISSUED |
| EUROPEAN PATENT CO | KAR3.EPO | CEQ | 8/1/1996 | 96926864-8 | | | PENDING |
| JAPAN | KAR3.JPO | CEQ | 8/1/1996 | 507902/97 | | | PUBLISHED |
| SOUTH KOREA | KAR3.KOR | CEQ | 8/1/1996 | 98-700830 | | | PENDING |
| MEXICO | KAR3.MX | CEQ | 8/1/1996 | 980892 | | | PENDING |
| NAMIBIA (S.W. AFRICA) | KAR3.NA | CEQ | 10/31/1996 | 96/0076 | 4/15/1997 | 96/0076 | ISSUED |
| WIPO | KAR3.PCT | CEQ | 8/1/1996 | PCT/US96/12645 | | | ABANDONED |
| SOUTH AFRICA | KAR3.ZA | NEW | 7/26/1996 | 96/6378 | 8/27/1997 | 96/6378 | ISSUED |
| ADJUSTABLE FRAME DEVICE | | | | | | | |
| NAMIBIA (S.W. AFRICA) | KAR5.NA | CEQ | 2/7/1997 | 97/0015 | 4/15/1997 | 97/0015 | ISSUED |
| SOUTH AFRICA | KAR5.ZA | NEW | 1/27/1997 | 97/0661 | 2/25/1998 | 97/0661 | ISSUED |
| COLLAPSIBLE VEHICLE TRANSPORTATION FRAME | | | | | | | |
| EUROPEAN PATENT CO | KAR4.EP | CEQ | 9/28/1998 | 98950719.9 | | | PENDING |
| INDIA | KAR4.IN | CEQ | 5/13/1998 | 1260/DEL/98 | | | PENDING |
| MALAYSIA | KAR4.MY | CEQ | 5/13/1998 | PI-9802123 | | | PENDING |
| UNITED STATES | KAR4 | NEW | 10/3/1997 | 08/943,539 | 1/4/2000 | 6,010,285 | ISSUED |
| WIPO | KAR4.PCT | CEQ | 9/28/1998 | PCT/US98/20228 | | | PENDING |
| MULTIPLE AUTOMOBILE TRANSPORT SYSTEM | | | | | | | |
| UNITED STATES | KAR6 | NEW | 9/9/1999 | 09/392,266 | 3/6/2001 | 6,196,776 | ISSUED |
| WIPO | KAR6.PCT | CEQ | 9/10/1999 | PCT/US99/21155 | | | PUBLISHED |
| RAMP APPARATUS FOR MOTOR VEHICLES | | | | | | | |
| BOTSWANA | KAR7.BW | CEQ | 3/16/1995 | 95/00030 | | | PENDING |
| NAMIBIA (S.W. AFRICA) | KAR7.NA | CEQ | 2/1/1995 | 95/0019 | 6/6/1995 | 95/0019 | ISSUED |
| SOUTH AFRICA | KAR7.ZA | NEW | 3/16/1995 | 95/2152 | 2/28/1996 | 95/2152 | ISSUED |
| METHOD OF AND APPARATUS FOR PACKING MOTOR CARS INTO A CONTAINER | | | | | | | |
| BOTSWANA | KAR8.BW | NEW | 9/8/1988 | P872 | 7/21/1994 | P872 | ISSUED |
| NAMIBIA (S.W. AFRICA) | KAR8.NA | CEQ | 2/1/1995 | 95/0018 | 6/12/1995 | 95/0018 | ISSUED |
| METHOD OF AND APPARATUS FOR PACKING MOTOR CARS INTO A CONTAINER | | | | | | | |
| SOUTH AFRICA | KAR8.ZA | NEW | 9/8/1988 | 88/6668 | 5/30/1990 | 88/6668 | ISSUED |
| MULTIPLE AUTOMOBILE TRANSPORT SYSTEM | | | | | | | |
| SOUTH AFRICA | KAR6.ZA | NEW | 8/25/1998 | 98/7667 | 5/31/1999 | 98/7667 | ISSUED |

END OF REPORT

TOTAL ITEMS SELECTED =

33

TRADEMARK
REEL: 002515 FRAME: 0802

ALLIED HOLDINGS, INC. SUBSIDIARIES
TRADEMARKS

| MARK | Serial No. | File Date | Reg. No. | Reg. Date | Class | Current Owner | Status | Notes Regarding Security, Lateral, and Pledge Agreements | Additional Notes |
|-----------------------------|------------|-----------|-----------|-----------|-------|------------------------------|------------|---|--|
| AGILE | 73/267823 | 04/02/97 | | | 35 | Allied Holdings, Inc. (GA) | Suspended | (1) Trademark Collateral Security and Pledge Agreement from Axis Group, Inc. (GA) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0010 (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185 | Allied Holdings, Inc. (DE) had no ownership in Mark to grant security |
| MOVE, IMPROVE, INFORM | 75/267824 | 04/02/97 | 2,232,797 | 03/16/99 | 35 | Allied Holdings, Inc. (GA) | Registered | (1) Trademark Collateral Security and Pledge Agreement from Axis Group, Inc. (GA) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0010; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185 | Allied Holdings, Inc. (DE) had no ownership in Mark to grant security |
| AUTOVISION | 75/115289 | 06/06/96 | 2,141,452 | 03/03/98 | 16 | Allied Holdings, Inc. (GA) | Registered | (1) Trademark Collateral Security and Pledge Agreement from Axis Group, Inc. (GA) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0010; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185 | (1) Allied Holdings, Inc. (DE) had no ownership in Mark to grant security; (2) *Allied Holdings, Inc. (GA) was granted only a part interest in Mark -- recorded 2/18/98 at reel/frame 1691/0337 |
| AXIS & Design | 75/068567 | 02/01/96 | 2,080,261 | 07/15/97 | 35 | Allied Holdings, Inc. (GA) * | Registered | (1) Trademark Collateral Security and Pledge Agreement from Kar-Tainer International, Inc. (FL) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0462; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185 | (1) Allied Holdings, Inc. (DE) had no ownership in Mark to grant security; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA refers to incorrect reel/frame number of previous security instrument |
| KAR-TAINER | 74/348604 | 01/13/93 | 1,917,245 | 09/03/95 | 12 | Allied Holdings, Inc. (GA) | Registered | (1) Trademark Collateral Security and Pledge Agreement from Allied Systems, Ltd. (L.P.) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0032; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185 | Allied Holdings, Inc. (DE) had no ownership in Mark to grant security |
| AS ALLIED SYSTEMS | 73/758566 | 10/19/88 | 1,561,418 | 10/17/89 | 39 | Allied Holdings, Inc. (GA) | Registered | (1) Trademark Collateral Security and Pledge Agreement from Allied Systems, Ltd. (L.P.) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0032; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185 | Neither Allied Holdings, Inc. (DE) nor Allied Holdings, Inc. (GA) had ownership in Mark to grant security |
| Miscellaneous Design (bird) | 73/518314 | 01/22/85 | 1,357,220 | 08/27/85 | 39 | Allied Systems, Ltd. (GA) | Registered | NA filed 1/20/00 at reel/frame 2034/0185 | |